

## ARTICLE 16 HOLIDAYS

- 16.1 Except as hereinafter otherwise provided, each full-time employee shall be entitled to paid holiday leave on each of the following specified days and on no other day, during the term of this Agreement:
- |        |                        |                        |
|--------|------------------------|------------------------|
| 16.1.1 | New Years Day          | Columbus Day           |
|        | Martin Luther King Day | Veterans Day           |
|        | President's Day        | Thanksgiving Day       |
|        | Cesar Chavez Day       | Day After Thanksgiving |
|        | Memorial Day           | Christmas Eve          |
|        | Independence Day       | Christmas Day          |
|        | Labor Day              | New Year's Eve Day     |
- 16.1.2 When one of the above holidays falls on a Sunday, the following day shall be designated as the holiday; and when one of the above holidays falls on a Saturday, the preceding day shall be designated as the holiday.
- 16.1.3 An employee shall also be eligible for paid holiday time on any other day proclaimed or designated by the Council of the City of San Jose as a holiday for which full-time employees will be entitled to holiday leave. Should additional holidays be provided or should an existing holiday be traded for a different holiday observance for other represented employees on a citywide basis, such additional holidays or trades shall apply to employees in this unit.
- 16.2 Except as otherwise provided, no such full-time employee shall be required to work on any of said holidays; provided, however, that subject to regulation and control by the City Manager, the head of any department of the City government may specify the days of the week and the hours of such days when any such employee in his/her department or under his/her jurisdiction shall be required to work, and may require any such employee to work on any or all of said holidays. Except as otherwise provided for employees on alternate work schedules (see section 28.3), each full-time employee who is required to work on any of said holidays shall receive the salary that he/she would be entitled to for that day at the employee's regular rate of pay, and in addition thereto, shall receive compensatory time off duty equal to one and one-half (1-1/2) times the number of hours which he/she works on said holiday.
- 16.3 Said compensatory time off duty shall be credited to such employee in accordance with Article 6, Subsection 6.8 of this Agreement; provided, however, that upon written request by the employee to the Department Head, within not more than thirty (30) calendar days after the holiday when such compensatory time was earned, such employee shall receive and be given, in addition to his/her regular pay for such holiday and in lieu of such compensatory time off, such additional compensation as shall equal the number of hours of compensatory time credited to him/her multiplied by the employee's equivalent hourly rate.
- 16.4 Each part-time employee who is required to work on any of said holidays shall receive the salary that he/she would be entitled to for the hours worked on that day at his/her regular rate of pay, and in addition thereto, he/she shall receive compensation in a sum equal to one-half times his/her regular hourly pay multiplied by the number of hours worked by him/her on such holiday, provided and excepting, however, that no part-time employee who is required to work on any of said holidays and who received a flat daily rate of pay, plus room and board shall be entitled to or shall be paid any compensation in addition to his/her regular flat daily rate of pay plus room and board.

- 16.5 Except as otherwise provided for employees on alternate work schedules (see section 28.3), if any of said holidays falls on a full-time employee's regular day off, during which he/she is not required to work, such employee shall be entitled to compensatory time off duty equal to the number of regularly scheduled hours which the employee works during his or her assigned work day. Said compensatory time off duty shall be credited to such employee in accordance with Article 6, Subsection 6.7 of this Agreement; provided, however, that upon written request by the employee to the Department Head, within not more than thirty (30) calendar days after the holiday when such compensatory time was earned, such employee shall receive and be given, in lieu of such compensatory time off, such additional compensation as shall equal the number of hours of compensatory time credited to the employee multiplied by the employee's equivalent hourly rate.
- 16.6 The compensation above provided to any employee who may be required to work on any or all of said holidays shall be inclusive of any overtime compensation or other benefits to which such employee may be entitled under the provisions of any other ordinance or resolution of the City of San Jose or other applicable law, and not in addition thereto.
- 16.7 Holiday Closure
- The City Manager may determine that all non-essential City operations close for a Holiday Closure during the Christmas and New Year holidays. In such event, employees shall be encouraged to take time off, however, it shall not be a requirement.
- Employees electing to take time off may choose to take vacation, compensatory time, personal leave or lost time during the closure period. Employees who take lost time during the closure shall continue to receive the following accruals: vacation, sick leave, citywide and department seniority.
- Eligible employees, who have been employed with the City for less than thirteen (13) biweekly pay periods, may use available vacation leave during the closure.

## ARTICLE 17 VACATIONS AND PERSONAL LEAVE

- 17.1 Each eligible full-time employee, who has been employed as such for at least thirteen (13) biweekly pay periods, shall be granted vacation leave with pay in accordance with the following:
- 17.1.1 Full-time employees shall accrue vacation leave for paid hours in the amount specified below for each cycle of 26 full biweekly pay periods immediately preceding December 31st, or portion thereof, in each year of employment as specified:

Years of Service	Accrual Rate per paid hour	Annual Hours of Vacation earned if employee has 2080 paid hours
First 5 years	0.03875	80 hours
6th - 10th year	0.05875	120 hours
11th and 12th year	0.06625	136 hours
13th and 14th year	0.07375	152 hours
15th year or more	0.08125	168 hours